

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
SINGLE TRANSACTION

(For reporting requests described in Part 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

BATCH 1 2 3 4 5
MONTH/YEAR 6 7 8 9
RSN 10 15 SUBSET 16 17
RTP 18 27
CLASS 28 FILING 55 TAG 70 80

This report required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503

1a. Identify firm submitting this report:

Name: **MCMASTER-CARR SUPPLY COMPANY X**
Address: **600 COUNTY LINE ROAD**
City, State and ZIP: **ELMHURST, IL 60126**
Country (If other than USA):
Telephone: **630-834-9600**
Firm Identification No. (If Known): **36-1458720**

Specify firm type:

- ☐ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☐ Other

1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BXA (attach form letter that was returned with deficient report)
☐ Report on behalf of the person identified in Item 2
☐ Dual report on behalf of self and the person identified in Item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled Foreign subsidiary, exporter, beneficiary);

Name
Address
City, State and ZIP:
Country (if other than USA):
Type of firm: (see list in Item 1a)
Firm Identification No. (if known):

3. Identify exporting firm, unless same as Item 1a or 2:

Name:
Address:
City, State and ZIP:
Country (if other than USA):
Firm Identification No. (if known):

4. (a) Name of boycotting country from which request originated:

SAUDI ARABIA

(b) Name of country directing inclusion of request, if different from (a) above:

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5. Name of country or countries against which request is directed:

ISRAEL

45-46

6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):

0818963

71-77

7. Date firm received request: (use digits for month/day/year)

11-28-97

47-52

8. Specify type(s) of document conveying the request:

- ☒ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
☐ Unwritten, not otherwise provided for (make transcript of request and submit copies)

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- ☐ Letter of credit
☒ Requisition/purchase order/accepted contract/shipping instruction
☐ Bid invitation/tender/proposal/trade opportunity
☐ Questionnaire (not related to a particular dollar value transaction)
☐ Other written (specify)

Submit two copies of each document or relevant page in which the request appears

9. Decision on request: (Check one)

- ☒ Have not taken and will not take the action requested.
☐ Have taken or will take the action requested.
☐ Have taken or will take the action requested and claim it is subject to a grace period (attach detailed explanation).

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- ☐ Have taken or will take the action requested but in a modified form (attach detailed explanation).
☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Export Administration of the decision within ten days after decision is made.

Additional Information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying, subject to the right to protect certain confidential information from disclosure described in Item 10.

10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)

1. ☐ I (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:
☒ Item 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.)
☒ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential.
2. ☐ I (We) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Type or print

Date

ANI WILLIAMS, EXPORT MANAGER

Registration No. 1838224

DUBAL SERVICES LIMITED

EXPORT PURCHASE ORDER (VAT not applicable)

Sheet No. 1

To:	9695 MCMASTER-CARR SUPPLY COMPANY P.O. BOX 4355 CHICAGO ILLINOIS 60680 U.S.A.	Purchase Order No.	0818963 - PO#	Date Issued	28-NOV-97
Vendor Ref.	SEE BELOW	Delivery Required By	05-DEC-97	Mode of Shipment	BY SEA
Payment Terms	NETT CASH 30 DAYS	Deliver in accordance with the attached instructions	SEE BELOW		
Delivery Terms	INCOTERMS 1990, (FCA) FREE CARRIER	B-28863100			

PLEASE SUPPLY THE FOLLOWING MATERIALS
D.S.L. CONDITIONS OF PURCHASE ON THE REVERSE APPLY

SK-23129300

EM No.	QUANTITY	UNIT	REQUISITION STOCK No.	DESCRIPTION	UNIT PRICE
1			11-10-53	ATTN MR. KUSAKA: OUR TELECON OF 26.11.97 REFERS. CHAIN, WELDED COIL, SIZE 3, WL 255LBS, 0.135" DIA (3.4MM), STRAIGHT LINK, BRIGHT ZINC FINISH, LOW CARBON STEEL, (NOT FOR LIFTING), MCMASTER CARR, 1,100 FT/ROLL	67.0000
2			25-51-99	SEAL, WIRE, 5/16" DISC DIA X 6" LG, W/BLANK LEAD DISC, 2 PLY ANNEALED WIRE, MC MASTER CARR, 0	.0579
3			0707865	CHUCK, LATHE, 3-JAW, 4" CAPACITY, MCMASTER-CARR NO.	188.6800
4			0707865	GLAZE BREAKER, GRIT 220, MCMASTER-CARR NO.	24.9200
5			0707865	STONE, GLAZE BREAKER, SET OF 3, GRIT 220, MCMASTER NO.	8.6700
1 ea 7777777777				THE TOTAL ORDER VALUE SHOWN BELOW IS SUBJECT TO AN ADDITIONAL CHARGE OF US\$ 60.00 FOR PACKING AND DELIVERY FCA BENSENVILLE.	
COMPLETE				PLEASE DELIVER IN ACCORDANCE WITH THE ATTACHED FREIGHT INSTRUCTIONS.	
				1683243 *DEC.08.97	

CURRENCY

US DOLLARS

TOTAL ORDER VALUE

US\$

1092.84

For all enquires regarding this order contact

Approved By

Buyer

ANDREW MOORE

For and on behalf of DUBAL SERVICES LIMITED

Continued on Sheet

CONDITIONS OF PURCHASE

1. ORDER FORMS

Dubal Services Limited (hereinafter called the Buyer) will not be liable for orders unless they are issued on its printed order forms and duly signed on behalf of the Buyer.

2. ACKNOWLEDGEMENT OF ORDER

Acknowledgement of this order must be made by return of post. If the delivery date is not stated in the order, it must be advised on the acknowledgement. Acceptance of the order entails acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seller, whether specified in the Seller's quotation acknowledgement or acceptance otherwise, the Seller's conditions and instructions shall be deemed to have no application and the Buyer's conditions and instructions prevail.

3. ADVICE NOTES

A detailed advice note must be forwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

4. REPLACEMENT AND CANCELLATION

- If it is found on inspection, in manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and/or workmanship is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the goods or materials to the Seller for replacement at no cost to the Buyer.
- In the case of failure by the Seller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued deliveries of defective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
- Any breach by the Seller of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof or not, and whether the property in the goods or materials has passed to the Buyer or not, entitle the Buyer at its option to treat the order as repudiated in whole or in part or in respect of such portion of the order not so repudiated take action in respect of the breach including a claim for damages where appropriate.

5. ORDER AMENDMENTS

If it is found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

6. APPROVAL OF DESIGNS

When the parts to be delivered are to be manufactured in accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the approval by the Buyer shall in no way relieve the Seller from the obligations to comply with the specification or any other requirements that may be detailed in the order.

7. GUARANTEE

The Buyer shall be entitled without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any defect in or failure of the goods or materials supplied which under proper use appear therein and arise from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

8. TOOLS AND EXCLUSIVE MANUFACTURE

All designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or paid for by the Buyer shall be marked "Property of Dubal Services Limited" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use of by the Seller except for the purpose of interpreting and/or fulfilling the order.

9. PATENTS AND DESIGNS

The Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify the Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such guarantee shall not apply in the case of goods made to the design of the Buyer.

10. INDEMNITY

The Seller will indemnify the Buyer against the following:

- Loss or damage of injury, or death whatsoever and whensoever arising caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death or injury, howsoever caused, to any of the employees of the Seller, its agents or sub-contractors while in or about the Dubal Aluminium Co. sites or works or other places of business in the U.K. or Dubai, U.A.E.

11. PRICE

The price quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any monies due becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

12. ASSIGNMENT

The Seller shall not sub-contract the whole or any part of the order or the benefit thereof without the written consent of the Buyer.

13. PACKING MATERIALS

Packing cases, boxes, drums and/or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

14. TITLE AND RISK

The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed delivery point.

15. INSURANCE

- The Seller and/or his sub-contractor shall insure all patterns, dies, tools, jigs, goods or materials that may be at their works or in transit against against the loss or damage from whatever cause arising except the risks of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in such manner that the Buyer and Seller are covered during the period of manufacture, to the full value of the material in question.
- The seller shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a) of this condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

16. TERMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

17. FORCE MAJEURE

If the Buyer is prevented from taking delivery by any cause beyond its control including but without limitation any Act of Parliament, Government Regulation, strike lockout or fire, the Buyer shall be entitled to cancel or delay the order in whole or in part.

18. LAW

These conditions and all quotations, offers and acceptances, shall be governed in accordance with English law.

19. ISRAELI CLAUSE

The Seller shall not supply goods or materials which have been manufactured or processed in Israel nor shall the services of any Israel organisation be used in handling or transporting the goods or materials.

20.

The Seller shall not, and shall procure that none of its personnel, subcontractors, representatives or agents shall, without having first obtained the express prior written approval of Dubal Services Limited, issue, disseminate, publish, cause to publish with any other person, any information, article, press release, drawing, photograph, illustration or any other publicity relating to this order.